

# COUNTY OF PLACER ADMINISTRATIVE SERVICES DEPARTMENT

**Procurement Services Division** 

2964 Richardson Drive Auburn CA 95603 Phone: 530-889-7776

INVITATION FOR BIDS  Bidder Acknowledgement				
RELEASE DATE:	September 18, 2006			
BID NO.	9622			
TITLE:	Sheriff Patrol Sedans – Cal	ifornia CHP Class "E"		
DUE DATE:	October 12, 2006 (Bids shall	October 12, 2006 (Bids shall not be accepted after this date/time)		
All questions regard	ing this solicitation shall be dire	cted to:		
Buyer Name: Steve	en M°Credie, CPPB	<b>Telephone</b> : 530-889-4257		
This package include	es the following documents:	Type of Award:		
Attachment A: Bid F	Form X	Fixed Contract (Purchase Order)	1	
Attachment B: Spec	<u> </u>	Open-End Contract (Blanket Purchase	<u>-</u>	
		Order) for the approximate period:		
Bidder shall compl	ete the area below. Unsigned	d bids shall be rejected; no exceptions.		
The undersigned offers and agrees, if this bid is accepted within <b>90 calendar days</b> from the date of opening, to furnish all of the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the time specified herein and subject to the Terms and Conditions of this IFB, including any and all addenda. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement. I declare under penalty of perjury that I have not been a party with other bidders to an agreement to bid a fixed or uniform price.				
Addendum Received	d, No(s)			
NAME OF FIRM:				
Mailing Address:				
City/State/Zip:				
Contact Person:	<del></del>			
Telephone:		Fax:		
By (signature):		Title:		
NO BID:	Reason:			

## INVITATION FOR BIDS GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this bid by reference and attachment to this Invitation for Bids document. Any contract award made as the result of this bid shall be governed by these General Terms and Conditions. By signature in the space provided for bidder in these documents, bidder does agree to furnish the product(s) and/or service(s) pursuant to these conditions.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: <a href="https://www.placer.ca.gov/admin/procurement/openbids.htm">www.placer.ca.gov/admin/procurement/openbids.htm</a>
Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to return a signed addenda, when required, may be cause for rejection of his/her bid.

- 1. GENERAL. These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.
- 2. SUBMISSION OF BIDS. Bids shall be submitted to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays), prior to the date and time specified in this solicitation. Bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County. Bids must be signed by an authorized employee. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.

WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile, telegraphic or telephone bids shall not be accepted.

- 3. ALTERATION OF BID DOCUMENTS. Bidder hereby agrees, by signature on the face of this bid, that s/he has not altered the specifications, terms, or conditions of these documents, except as to <u>clearly</u> indicate exception to the requirements herein. Bidder also understands that, should it be discovered that the bidder altered these documents in a way that misleads or deceives the County as to the terms and conditions of their response, their bid shall be rejected and the bidder may be debarred in accordance with the processes defined in the Placer County Purchasing Policy Manual.
- 4. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.
- 5. NO BID. Persons desiring not to submit a bid should return the Bidder Acknowledgment marking it "NO BID," no later than the stated bid opening date and time, and state the reason in the response. Failure to respond by the bid deadline may result in removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a timely "NO BID."
- 6. NON-COLLUSION. The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- 7. CONFLICT OF INTEREST. Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.
- 8. AWARD. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts;

- d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.
- 9. MERCHANTABILITY. There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.
- 10. SAMPLES. Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.
- 11. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS. Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are <u>not</u> intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.
- 12. INDEMNIFICATION. Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.
- 13. FORCE MAJEURE. If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.
- 14. TAXES. Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County <u>is not</u> exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.
- 15. DELIVERY. All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
- 16. FIXED CONTRACT QUANTITIES. Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.
- 17. OPEN-END CONTRACT (BLANKET PURCHASE ORDER). No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a blanket purchase order for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to

supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

- 18. NON-APPROPRIATION. In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.
- 19. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT. If any item furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual replacement cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.
- 20. LOCAL VENDOR PREFERENCE. A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file. Preference criteria and affidavit forms may be faxed to you by using our self-service "fax on demand" system. Dial 530/889-7776, press option 4 then enter your full fax number when prompted (include 1 + your area code if you are not in the 530 area). This information is also available on our website at: www.placer.ca.gov/admin/procurement/lvp\_affidavit.htm
- 21. INVOICES AND PAYMENT TERMS. Invoices are to be mailed to the County department specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.
- 22. LEGAL REQUIREMENTS. Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.
- 23. ASSIGNMENT. Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
- 24. OTHER AGENCIES. The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.

- 25. PROTEST AND APPEAL PROCESS. Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) calendar days after such aggrieved person or company knows or should have known of the facts giving rise thereto.
- 26. RECYCLED PRODUCT PREFERENCE. A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 12161 and 12200.
- 27. PATENT INFRINGEMENT. Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.
- 28. VENDOR FINANCIAL STABILITY. If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

- - End of General Terms and Conditions - -

#### **BID FORM**

(to be completed by bidder)

### 1. INTRODUCTION

Placer County is requesting bids for the purchase of new, current model year (2007) Sheriff Patrol Sedans. Bids shall be submitted in accordance with the specifications, terms and conditions contained herein.

### BIDDERS SHALL PROVIDE MANUFACTURER'S LITERATURE AND SPECIFICATIONS FOR THE VEHICLE OFFERED.

Placer County reserves the right to award or not to award this bid or to purchase from the State of California Contract in lieu of making a purchase from this bid. Placer County reserves the right to order more vehicles of the same type at time of bid award and up to 90 days after bid submittals in accordance with the Bid's General Terms and Conditions. Additionally, other local public agencies may elect to purchase vehicles from the successful bidder. It will be the responsibility of local agencies to contract with the successful bidder.

<u>WARRANTY</u> - Bidders shall include a <u>minimum warranty</u> period of <u>4 years/60,000 miles \$0 deductible</u>, <u>"bumper to bumper"</u> parts and labor included, on vehicles offered in this bid. Failure to include this minimum warranty period may result in rejection of the bid. <u>Bidders shall include a copy</u> of the special provisions applicable to the warranties offered. <u>If manufacturer's standard warranty is less than this amount</u>, include the cost to upgrade where indicated below. EXAMPLE: In the case of Ford vehicle warranties, <u>"Premium Care"</u> is the only acceptable bumper to bumper warranty. Should funding be available, the County may elect to purchase the maximum warranty upgrade listed below under "Option."

### 2. PRICING

Pricing is requested below on the following vehicles, <u>exclusive of sales tax.</u> The County will include the applicable Placer County sales tax on purchase order at the time of ordering.

Specifications are included in Attachment B of this IFB. **ALL VEHICLES OFFERED SHALL BE NEW, AND CURRENT MODEL YEAR (2007).** 

<u>Item</u>	Quantity	<u>Description</u>	Unit <u>Price</u>	<u>Extension</u>
1.	10 ea.	Sheriff Patrol Sedans CHP Package Class "E" Ford Crown Victoria	\$	\$
Delive	ry Time (days):	CA Tire Tax (\$ per vehicle	- 5 tires)	
Manuf	acturer's Stand	ard Warranty Period: years,	miles	
Order Cutoff Date:				
Warranty cost to upgrade (if applicable) to 4 year/60,000 mile, \$0 deductible (per vehicle): \$				
<u>Optio</u>	<u>n</u>			
Maxim	num available e	xtended warranty: (years) (miles)	\$ (deductible pr	
Warra	nty cost to upgr	rade to maximum extended warranty (per vehicle):	\$	

All vehicles shall be fully licensed and registered at time of delivery. Register vehicles to:

County of Placer 2964 Richardson Drive Auburn, CA 95603

Failure to properly license and register may delay acceptance of the vehicle by the County.

### 3. DELIVERY

Pricing shall be FOB destination, freight included, to the following location:

County of Placer Main Garage 11448 F. Avenue, Dewitt Center Auburn, CA 95603

No partial orders will be accepted unless prior authorization has been granted. Bidders shall indicate the cutoff date for each manufacturer represented herein (to the best of their ability).

The successful bidder shall be held strictly accountable for submitting orders to the manufacturer prior to the above stated cutoff date. Failure to meet this date due to the bidder's own negligence may result in cancellation of the award. The successful bidder shall deliver completed vehicles, meeting specifications, at the earliest possible date.

### 4. INVOICE/PAYMENT TERMS

\$	discount/vehicle if paid withi	n days;	
OR _	% discount if paid within	days; OR, Net payment due within	days

<u>Early Payment Discount Periods</u>: Early payment invoice terms (if offered) shall begin from time of County's acceptance of vehicle(s). Any deviation from bid specifications will delay the start of such invoice term period (Ref. Bid General Terms and Conditions, Section #21). It is the successful bidder's responsibility to ensure that delivered vehicles match the specifications as offered in their bid and accepted by the County. <u>Early payment discount periods of 20 days or more will be considered during bid award consideration as noted below.</u>

<u>Local Vendor Preference</u>: In accordance with the Bid's General Terms and Conditions, a local vendor preference credit of 5%, but not cumulatively greater than \$5,000.00 shall be permitted to Placer County businesses. Refer to Section #20 for details and instructions.

#### **Bid Award Consideration**

The County shall make final determination of the acceptability of any exceptions and options. Primary bid evaluation shall be based upon the unit price per vehicle, the warranty cost to upgrade to a 4 year/60,000 mile warranty (if applicable) and all applicable taxes, applicable LVP credit, qualifying early payment invoice discounts and compliance to specifications. In the case of a "maximum extended warranty" if sufficient funding is available, the County may elect to purchase this option. However, bid evaluation shall be made on the vehicles exclusive of the option listed at the bottom of page 1.

It is the intent of the specifications included herein to describe a new, current model year vehicle. The equipment provided shall include, but not necessarily be limited to the specifications included herein.

INSTRUCTIONS TO BIDDERS: Bidders shall indicate compliance with specifications by stating "YES" or "NO" adjacent to each item offered by the bidder. IF "NO", BIDDER SHALL FULLY EXPLAIN THE NATURE OF THE EXCEPTION(S) IN THE SPACES PROVIDED.

Specification #1 - New Current Model Year CHP Class "E" Sheriff Patrol Sedan

<b>SPECIFICATIONS</b>	PECIFICATIONS  2007 Model Year, Ford Crown Victoria Only vehicles approved by the California Highway Patrol are acceptable		NO
Standard Equipment			
Engine:	8 cylinder, 4.6 liter, 16 valve, SFI 239 hp		
Performance:	0-60 mph in 8.34 seconds - 128 mph		
Transmission:	4 speed automatic with overdrive		
Gear Ratio:	3.27:1		
Brakes:	Power assist 4 wheel ABS		
Passenger Seating:	5		
Wheelbase:	114.7 inches		
Tires:	Firestone tires shall not be acceptable - P235/55RX17 or equal Speed Rating - W		
	List brand & size:		
Interior Volume:	111.4 cubic inches		
Auxiliary Air/ Oil Cooler:	Included		
Power Steering Cooler:	Included		
Generator/Alternator: 200 amps			
Battery:	750 CCA		
Fuel Tank:	19 gallons		
Defroster:	Rear Window - included		

<u>SPECIFICATIONS</u>		<u>YES</u>	NO
Air Conditioning:	Included		
Restraint System:	Dual front air bags, side impact air bags		
Steering Wheel:	Tilt		
Driver's Seat:	Power		
Mirrors:	Power		
Upholstery:	Cloth		
The following optiona shall be installed prio	ll equipment <u>shall be included with each vehicle offered</u> . All optionar to delivery.	l equip	ment
Power Door Locks:	Operated from driver & front passenger only		
Power Windows:	Operated from driver & front passenger only		
Floor Covering:	Heavy duty black rubber floor mat		
Keys:	All patrol sedans shall be keyed alike - Key #1284X		
Exterior Paint:	Monotone white		
Interior Color:	Tan		
Spotlights:	Left and right front post mounted		
Speed Control:	Delete		
Wheel Covers:	Full wheel covers		
Engine Hoses:	Silicone hoses with aircraft clamps		
Push Bumper:	Setina PB100, 16" high strength aluminum push bumper installed to front of vehicle		
Rear Seat:	Prostraint rear seat installed		
Radio:	AM/FM Stereo		
Antenna:	Radio antenna shall not be installed in rear fender. The antenna shall be integrated in the rear window.		
Wig Wags:	Installed – B-Link		

Attachment B Bid No. 9622 Page 3 of 3

<u>SPECIFICATIONS</u>		<u>YES</u>	<u>NO</u>
Radio Suppression:	Radio Suppression Package (grounding straps)		
Rear Doors:	Installed, flat rear door panels to accommodate a Setina partition, P/N V116F (set of two). Color - Black.		
	Manufacturer: Pro-Gard Industries 7988 Centerpoint Drive #400 Indianapolis, IN 49256 (317) 579-46256		
	The successful bidder shall install the door panel kits and ship the original factoring door panels with the completed vehicles.		
	The County will install the Setina partition noted above from its own stock.		ζ.
Trunk Pack:	Factory installed Trunk Pack		
Skid Plates:	Factory installed - maximum available		
Exceptions:			